

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

RICHARD SADDLER

Plaintiff,

v.

CARVANA, LLC

Defendant.

Cause No. 19SL-CC01864

Division: 12

FILED

MAY 13 2019

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

PETITION

Comes now, Plaintiff Richard Saddler (Mr. Saddler) against Defendants Carvana, LLC (Carvana) alleges and avers as follows:

NATURE OF CASE

1. This case is an action for damages and other relief arising from a fraudulent sale of an automobile from Carvana, LLC to Mr. Saddler. Mr. Saddler signed an installment sales contract to purchase the car, however, the sales was void and fraudulent *ab initio* by operation of law, as Carvana, LLC failed to provide Mr. Saddler with a certificate of title in violation of *RSMO 301.210*.

PARTIES

2. Plaintiff Richard Saddler is a natural person and a resident of St. Louis County, Missouri.
3. Defendant Carvana, LLC is a corporation licensed to do business in the State of Missouri, and whose principal business operation consists of retailing used cars online and also offer financing through a related party.

JURISDICTION AND VENUE

4. This court has jurisdiction over this matter pursuant to Article V, Section 14 of the Missouri Constitution.
5. Venue is proper in this Court, since the events giving rise to this case occurred at my residence, 413 Genoa Dr. Manchester, Missouri, in St. Louis County, Missouri.

FACTUAL ALLEGATIONS

6. Mr. Saddler was in the market for a used vehicle and utilized the Carvana's website to search and find a vehicle that fit his specifications.



7. He then applied for financing through Carvana's related party finance company and was approved to finance \$26,489.02, which included the sales price of the vehicle, TAVT tax, license fee, vehicle protection and GAP coverage, plus interest rate of 12.64%.
8. On or about September 21, 2018 Mr. Saddler was delivered a 2015 GMC Terrain, at his residence 413 Genoa Dr. Manchester Missouri. At the time of delivery Mr. Saddler received the automobile and signed final documents acknowledging and accepting delivery.
9. Mr. Saddler also signed a retail installment contract, security agreement, Carvana care agreement, and credit reporting notice, odometer disclosure statement, GAP addendum to retail installment contract, and an arbitration agreement.
10. Neither at the time of the sale on September 21, 2018, nor at any time since did Defendant provide Mr. Saddler with a title to the vehicle, as required by Missouri Law.
11. Within approximately forty five days after the sale (before the temporary tags were set to expire) Mr. Saddler was forced to obtain an emissions inspection and odometer reading and email it to Carvana for Mr. Saddler to receive the title to the vehicle and the registered license plates.
12. At the expense of Mr. Saddler he got emissions inspection and odometer reading completed multiple times. It was an expense that Carvana stated that they would take care of. Additionally, he emailed Carvana the passing emissions results on November 1, 2018 at 11:33am of which was completed by his local GMC Bommarito Dealership. Carvana confirmed receipt of said email with the attached emissions results on November 1, 2018 at 5:22pm.
13. Mr. Saddler was later informed that the third party processing company was unable to process the required title and registration due to the fact that the email was a copy and were requesting the original emissions inspection and odometer reading issued by State of Missouri. The Dealer can only issue copies on their letter head. Not on State letterhead.
14. Since September 2018, Mr. Saddler has made monthly payments of \$527, totaling to date approximately \$4,216, all of which have been payments towards a car he does not legally even own.
15. In an email dated April 24, 2019 Carvana threatens that if Mr. Saddler does not contact Carvana within five days then they "or we may have to retake it." Meaning my car..
16. In addition, Mr. Saddler has suffered additional damages due to this transaction, including being pulled over multiple times for driving without properly registered license plates. Which makes him fearful of his and his family's life in having to deal with a possible hostile Police Officer that have cause to pull him over due to Carvana's illegal business practices.

17. Mr. Saddler has also suffered substantial damages resulting from his loss of time, inconvenience, annoyance, embarrassment, and other such damages, resulting from the void sale and subsequent failure to take any action to remedy it.
18. The actions of the Defendants, as described herein, were outrageous because of the Defendant's evil motif or reckless indifference to Plaintiff's right and the rights of others such that the Plaintiff is entitled to an additional amount as punitive damages in a sum sufficient to punish Defendants and to deter Defendants and others from like conduct.

COUNT I – FRAUD

COMES NOW Plaintiff and for Count I of his Petition against Defendants, states and alleges as follows:

19. Plaintiff incorporates herein all preceding paragraphs as though fully set forth herein.
20. *RSMO 301.210.4* declares that the sale of a motor vehicle without transfer of title is fraudulent.
21. Defendant Carvana sold, or purported to sell, the vehicle to Mr. Saddler and did not transfer the title; therefore, the transaction constituted fraud as a matter of law.
22. Due to the Defendant's sophistication in clear knowledge of the laws in the State of Missouri, the Defendant should not have asked Mr. Saddler to obtain the emissions inspection and odometer reading. Due to Mr. Saddler's lack of sophistication he was unaware of the rules and laws that surround buying and selling a car in the State of Missouri.
23. Despite having long been on notice of this fraud, including via mail, phone calls and emails from Mr. Saddler, and the Attorney General of Missouri on multiple occasions.

WHEREFORE, Plaintiff prays for an award of his actual damages, punitive damages in amounts that are fair and reasonable, for an order declaring the contract void and rescinding the transaction, for the costs of this action, and for such other and further relief as this Court deems just and proper.

COUNT II VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT

COMES NOW Plaintiff and for Count II of his Petition against Defendants, states and alleges as follows:

24. Plaintiff incorporates herein all preceding paragraphs as though fully set forth herein.
25. The Missouri Merchandising Practices Act, 407.010 et seq. prohibits unfair and deceptive acts and practices in the sale of goods and services of Missouri.

26. The sale or purported sale of the GMC by Carvana to Mr. Saddler was a sale for purposes of the MPA, and the sale was primarily for personal, family, or household purposes.
27. In connection with the sales transaction, Defendant Carvana committed the following unfair or deceptive acts and practices:
- a. Sale of the motor vehicle without a certificate of title, which is a violation of *RSMO 301.210.*, and was thus a per se unfair or deceptive act or practice.
 - b. Selling Mr. Saddler a car that could not and did not pass Missouri state vehicle inspection at the time of the sale.
 - c. Charging Mr. Saddler exorbitant fees for services of little or no value, including an extended warranty and GAP coverage.
28. Defendant Carvana has further violated the MPA by refusing and continuing to refuse to tender a certificate of title to Mr. Saddler.
29. Pursuant to RSMO. 407.025, this Court may award Mr. Saddler his actual damages, punitive damages, equitable relief, attorneys fees, and the costs of this action.

WHEREFORE, Plaintiff prays this Court declare the purported sale void and rescinded, award Mr. Saddler his actual damages, punitive damages in amounts that are fair and reasonable, his reasonable attorneys fees, and the costs of this action.

Respectfully submitted,



Richard Saddler
Pro se Plaintiff

Subscribed and sworn to before me this 13 day of May, 19.


Notary Public of ~~Stark~~ Missouri

ELIZABETH J. FISCHER
My Commission Expires
March 27, 2021
St. Louis City
Commission #13407834

CERTIFICATE OF SERVICE

On this 13th day of May, 2019, a copy of the attached Motion were FedEx to Defendant and hand deliver to the Clerk of Court, to the following addresses respectfully:

Carvana, LLC
1930 W Rio Salado Parkway
Tempe, AZ 85281

and

St. Louis County Clerk of Court
105 South Central Avenue
Clayton, MO 63105

A handwritten signature in black ink, appearing to be 'JD' or similar, with a long horizontal line underneath.